

✓ *File*
Prepared by Travis D. Henry, Attorney
175 Spring Street, NW
Cleveland, Tennessee 37311

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt of
FARMINGDALE TRAILS) which is hereby acknowledged,
SUBDIVISION) TRINITY DEVELOPMENT ENTERPRISES, LLC,
) of Bradley County, Tennessee, being the Owner and

Developers of land known as FARMINGDALE TRAILS, SECTION ONE as shown on Plat Book 29, page 95 in the Register's Office of Bradley County, Tennessee ("ROBCT"); FARMINGDALE TRAILS, SECTION TWO as shown on Plat Book 33, page 17 ROBCT; and FARMINGDALE TRAILS, SECTION THREE to be recorded, ("Subdivision") have divided said property into building lots ("Lots"), and in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all purchasers, owners, or holders of Lots or Tracts within said Subdivision, to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said Lots, or portions thereof; and all conveyances within the Subdivision shall be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

1. **LAND USE.** All Lots shall be used exclusively for single family residential purposes. No businesses of any kind shall be located within the said Subdivision nor shall any business of any kind be operated out of any home. No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within this Subdivision to any land outside the Subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE OWNER (DEVELOPERS).
2. **ARCHITECTURAL CONTROL.** The Architectural Control Committee shall be the Developers so long as any one of the Lots in the Subdivision remain unsold, and so long thereafter as the Developers desires. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE that the Architectural Control Committee may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior etc., with regard to the building. The Committee shall not be unreasonable in its requirements.
3. **BUILDING TYPE AND LOCATION.** No structure shall be erected or maintained on any Lot or Tract other than a detached single-family dwelling not to exceed two and one-half stories in height and no more than one residence shall be permitted upon any one Lot. An outbuilding may be erected or located to the rear of the main dwelling, but shall not be less than 10 feet from any property line. Setbacks shown on the recorded Plat shall be superior to this building setback if different.

All structures including garages and outbuildings shall be constructed of new material and some brick, rock or other non-fading materials, the same shall be painted and maintained in good condition at all times.

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval of the Committee under Paragraph 2

above. All roofs on all houses shall have dimension shingles. It is intended for the roofs to contain a minimum pitch ratio of 9 to 12. Metal roofs are allowed for out buildings only.

All foundations on front of all buildings shall be of brick, stone, or stacked stone with exception to the rear of the home which may be stucco; unless otherwise approved by the Committee under Paragraph 2 above. There shall be no metal, wire or chainlink fencing in front of any dwelling either along the side or front boundaries and all fences to the rear of the dwelling shall be made of wood or vinyl. In any event all fences shall be new and in good condition, maintained in good condition and shall be no closer than the back line of the house. Satellite dishes over 18 inches in diameter are prohibited upon all houses within said Subdivision. Satellite dishes shall be concealed from street view.

4. **CONSTRUCTION COMPLETION.** Once construction has begun, the home shall be completed, in livable condition, within ten (10) months of the start; otherwise, it shall be considered a nuisance under these restrictions.
5. **DRIVEWAYS.** Before any construction has begun, a temporary driveway with at least crushed run stone thereon shall be installed and said driveway shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway located upon the Lot shall be composed of concrete. No dirt or gravel driveways are permitted.
6. **SUBDIVISION OF LOTS.** No Lot or Tract may be re-subdivided by anyone other than the original Developers who shall have the exclusive right. However, this does not preclude the addition of a portion of a Lot to another Lot, so long as the Lot from which the portion is taken contains at least 51% of its original building size. Furthermore, this provision does not preclude the building upon two or more Lots, in which case said Lots shall be considered one Lot for these restrictions. At no time shall any Lot be divided for the purpose of creating a new or separate building site, nor shall any Lot be used for a road from this Subdivision to another subdivision or utility easement of any kind which would be utilized to cross from this Subdivision to another tract of land outside the Subdivision, except with the full consent and written approval of all the members of the Committee under Paragraph 2 above. No Lot can be resold without having a completed home unless the sale of the vacant Lot is approved, in writing, by the Developers.
7. **DWELLING SIZE.** The minimum square footage of living area of each single-level dwelling shall be exclusive of basements, porches, breezeways, terraces, garage and the like. The minimum square footage for a single-level building shall be 1400 square feet, and for a one and one-half story dwelling the minimum square footage shall be 1600 square feet with a minimum of 800 square feet on the ground level.
8. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and the sales period.
9. **DRILLING OR MINING.** No oil drilling, oil development operation or refining or quarrying or mining operations of any kind shall be permitted upon any Lot within the Subdivision.

- 10. WATER SUPPLY SYSTEM.** No individual water supply system shall be permitted.
- 11. SPECIAL RADIO EQUIPMENT.** There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances used or maintained in the Subdivision.
- 12. UTILITIES AND DRAINAGE EASEMENTS.** There shall be imposed upon all interior Lot lines a utility and drainage easement as set out on the recorded plat. All utility wires from streets to buildings upon each Lot shall be buried. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure. Owners reserve the right, without liability, to remove trees along Lot lines for installation of any type utility, sewer lines or drain lines.
- 13. ANIMALS.** No animals of any kind shall be raised, bred or kept on any Lot, except for dogs and cats, provided they are not kept, bred or maintained for commercial purposes. Not more than two domestic animals are permitted on any one Lot. No animals shall be allowed to run free and must be confined by leash in the backyard or fence to the property of the Owner. Individual Owners are responsible for any costs incurred for problems with animals.
- 14. SEPTIC TANKS.** All homes not connected with public sewer lines shall be equipped and properly served by a septic system constructed in accordance with the requirements of the Tennessee Department of Health. If public sewer is available, each Lot as built shall attach thereto. If public sewer is not available, but is later installed, then each Lot Owner shall have 12 months from its installation to attach thereto.
- 15. NUISANCES.** No obnoxious or offensive activity shall be carried out upon any Lot, nor shall anything be done therein which will be or may become an annoyance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or junk, such as appliances, shall constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance, per se. Also, the non-removal within thirty (30) days after occupancy of any building, materials, such as blocks, bricks, lumber, etc., from the street view shall be a nuisance, per se. And if the dwelling has been damaged or destroyed and is not repaired or removed within six (6) months, the same shall constitute a nuisance, per se. There are other nuisances specified in the various other paragraphs of these restrictions.
- 16. MOTOR HOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS.** No motor home, boat, boat trailer, travel trailer, or other similar trailer vehicles, whether motorized or not, shall be parked for longer than three (3) days in any driveway, in front of a structure, or in the front yard, nor on any vacant Lot so as to be exposed to the street. Such vehicles or trailers shall be parked in a garage, basement or to the rear or to the side of any residence and not be in normal view from the street as much as it is practical.
- 17. STREET DEDICATION.** All streets on the Plat are hereby dedicated to the Public use.
- 18. ON STREET PARKING.** All parties understand and agree that there shall be no on street parking by anyone in said Subdivision on a regular basis. A regular basis shall include a period in excess of six (6) hours on an ongoing basis.

19. **TANKS AND GARBAGE RECEPTACLES.** There shall be no above ground propane and/or fuel tanks of any type located above the ground upon any Lot within the Subdivision. Furthermore, any and all garbage and trash containers must be placed in enclosed areas of the rear or side Lot and must not be visible from the adjoining sites, houses, or from any street. When garbage or trash is placed upon the curb for pick-up, it must be in containers with lids to prevent spillage. All garbage or trash containers should not be placed at the curb more than 24 hours prior to garbage pick-up, nor should the garbage container or receptacle be left at the curb more than 24 hours after garbage pick-up.
20. **SUBDIVISION MAINTENANCE.** Each Lot Owner, whether occupying the Lot or not, shall maintain the beauty and property values by keeping the area neat and attractive by mowing, trimming, etc. The responsibility of the Developers with regard to any Lot shall terminate upon the sale of each said Lot.
21. **HOLIDAY DECORATIONS.** All holiday decorations used upon any Lot within the Subdivision shall be removed no later than 30 days after said holiday.
22. **CONSTRUCTION.** All buildings must be built to a minimum standard as set forth by the Bradley County Building Inspections Department.
23. **MAINTAINING OF CURBS.** The Owner of each Lot, particularly during construction, shall maintain and keep in good repair the curbing and street adjacent to the Lot, and shall replace and/or repair the curbing and the streets that are damaged by himself, his builders, agents or servants.
24. **LANDSCAPING.** Upon completion of construction of the main dwelling, the Owners of each Lot or Tract in this Subdivision shall expend a reasonable amount for landscaping, i.e., a minimum of one (1) percent of the total cost of the land and buildings.
25. **MOBILE, PRE-FABRICATED OR MODULAR HOMES.** No mobile home, modular home, pre-fabricated home, house trailers, tents or shacks, which shall all be considered temporary, nor shall any other buildings of a temporary character, be erected or moved onto any Lot within the Subdivision. All such listed homes are prohibited. Also specifically prohibited is the partial construction, such as a basement of a house, and moving into the same prior to full completion of the entire house. All such structures shall be considered temporary and are prohibited.
26. **AMENDMENTS.** The Developers shall for a period of 10 years following the recording of these restrictions, be allowed to amend or modify any paragraphs herein or add any additional restrictions or limitation, or reduce the requirement set forth herein for any Lot without notice to any Owner or holders of any interest in any Lots within the Subdivision. At no time shall the amendments, if any are made, allow any businesses of any kind within said Subdivision.
27. **INVALIDATION.** The invalidation of any one of these covenants or any word phrase or clause of any one of these covenants by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.
28. **TERM.** The covenants herein shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years, at which time said covenants shall be automatically

extended for successive periods of ten (10) years each, unless by vote of a majority of the then Owners of said Lots shall agree to change such covenants in whole or in part. For the purpose of voting, each Lot as originally sold by the Developers shall have one (1) vote. Any changes shall be recorded in the Register's Office of Bradley County, Tennessee. This document may be changed by a majority vote of the then Owners after five (5) years from date.

29. **ENFORCEMENT.** In the event that any one or more of the foregoing restrictive conditions be violated by anyone, the party guilty of such violation shall be subject to and liable at the suit of any interested Owner within or without said Subdivision or any governmental authority, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs, reasonable attorney fees of both parties, and all other expenses incident to such proceedings, which costs, attorney fees and other expenses are prescribed as liquidated damages; and such remedies shall not be exclusive but shall be in addition to all other remedies allowed by law.

30. **SWIMMING POOLS AND CHILDREN'S PLAYGROUND EQUIPMENT.** In ground pools are allowed. Above ground pools will be allowed with specific requirements for construction. The exterior of above ground pools and equipment shall be covered with solid panels in vinyl or wood. Homeowners will be required to submit details of such construction prior to beginning of project for approval by the Architectural Control Committee. Children's play equipment should be maintained in good condition for safety and appearances. All such equipment shall be located in the rear of house (backyard).

31. **LIGHTED AND DECORATIVE MAILBOX POSTS.** Lighted and decorative mailbox posts are provided by the Developers. Maintaining of these posts is the responsibility of the homeowner. Any broken or damaged posts are required to be replaced within 30 days. If Developers should take action on the replacement of such, homeowner will accept responsibility for the costs involved and be billed accordingly for payment.

WITNESS my signature this 28th day of NOVEMBER 2016.

TRINITY DEVELOPMENT ENTERPRISES, LLC,
a Tennessee Limited Liability Company

By: William A. Frey III CHIEF MANAGER

STATE OF: TENNESSEE
COUNTY OF: BRADLEY

BK/PG: 2415/291-295

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5 PGS:AL-RESTRICTIONS	
RHONDA BATCH: 181592	
11/30/2016 - 09:55 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

On this 28th day of NOVEMBER 2016, before me personally appeared William A. Frey III, Chief Manager/Sole Member of TRINITY DEVELOPMENT ENTERPRISES, LLC, a Tennessee Limited Liability Company, to me known to be the person(s) described in and who executed the foregoing instrument as such Chief Manager/Sole Member and acknowledged that he/she executed the same as Chief Manager/Sole Member of the Company as his/her free act and deed and had such authority to do so.

Charles G. Carter
NOTARY PUBLIC
My Commission Expires: 11-5-2018